

AG Contract No KR99-0707TRN  
ADOT ECS File No. JPA 99-46  
Project: RAM 600-1-550  
TRACS: H 4857 01 C  
Section: SR 101L, Red Mountain T.I.  
C99-151

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF TEMPE

THIS AGREEMENT is entered into 16 August, 1999 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the "State" ) and the City of Tempe, acting by and through its Mayor and City Council, ( the "City" ).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on SR-101L and SR-202L at the following location.

From SR 101L centerline roadway station 2874+58 at the Salt River south to centerline roadway station 2926+00 at University Drive, and on SR 202L from centerline roadway station 335+00 at the S.B. 101L off ramp, east to centerline roadway station 394+88, a total net distance of approximately 2.11 miles.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23475  
Filed with the Secretary of State  
Date Filed: 08/16/99  
Betty Bayless  
Secretary of State  
By Dicky V. Groenewold

**II. SCOPE OF WORK**

1. The State will prepare to State standards design plans for the landscaping and irrigation project and submit them to the City for concurrence.
2. After City concurrence of the plans, the project will be constructed by the State.
3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense. The City will waive water development fees.
4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.
5. After construction the State will maintain the landscaping and irrigation system, generally within the Control of Access.
6. After construction, the City shall maintain the irrigation system generally outside the Control of Access as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.
7. The City hereby agrees to maintain the landscaping in areas designated on the Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall become effective upon filing with the Secretary of State.
2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ. 85007

City of Tempe  
City Manager  
P.O. Box 5002  
Tempe, AZ. 85280

8. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF TEMPE**

**STATE OF ARIZONA**  
Department of Transportation

By Neil Giuliano  
Neil Giuliano  
Mayor

By Peter L. Eno  
PETER L. ENO  
Contract Administrator

**ATTEST**

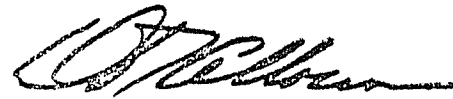
By Randy Gross  
Randy Gross  
City Clerk

16Apr99  
JPA99-046

RESOLUTION

BE IT RESOLVED on this 5th day of April 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Tempe, for the purpose of defining responsibilities for the landscape design, construction and maintenance of SR101L at the Salt River south to University Drive, and SR202L from southbound SR101L of ramp east approximately 2.11 miles.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



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DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director

## RESOLUTION NO. 99.45

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF  
TEMPE, ARIZONA, AUTHORIZING THE EXECUTION OF  
AN AGREEMENT WITH THE STATE OF ARIZONA,  
DEPARTMENT OF TRANSPORTATION.

\*\*\*\*\*

WHEREAS, it is to the mutual BENEFIT of the State of Arizona, Department of  
Transportation and the City of Tempe to enter into an agreement specifying their respective  
construction and maintenance responsibilities concerning certain landscaping and irrigation  
improvements adjacent to State Route 101L from the Salt River to University Drive and on State  
route 202L just east and west of the interchange with State Route 101L, and

WHEREAS, the Arizona Department of Transportation has prepared an  
agreement setting forth the responsibilities for construction and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF TEMPE, ARIZONA, as follows:

That the Mayor of the City of Tempe is hereby authorized to execute an  
agreement with the State of Arizona, Department of Transportation setting forth the provisions  
and responsibilities for the construction and maintenance of certain landscaping and irrigation  
improvements along State Route 101L from the Salt River to University Drive and State Route  
202L from just east and west of the interchange with State Route 101L.

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Resolution No. 99.45

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,

ARIZONA this 15<sup>th</sup> day of July, 1999.

Ned H. Giuliano  
Mayor

ATTEST:

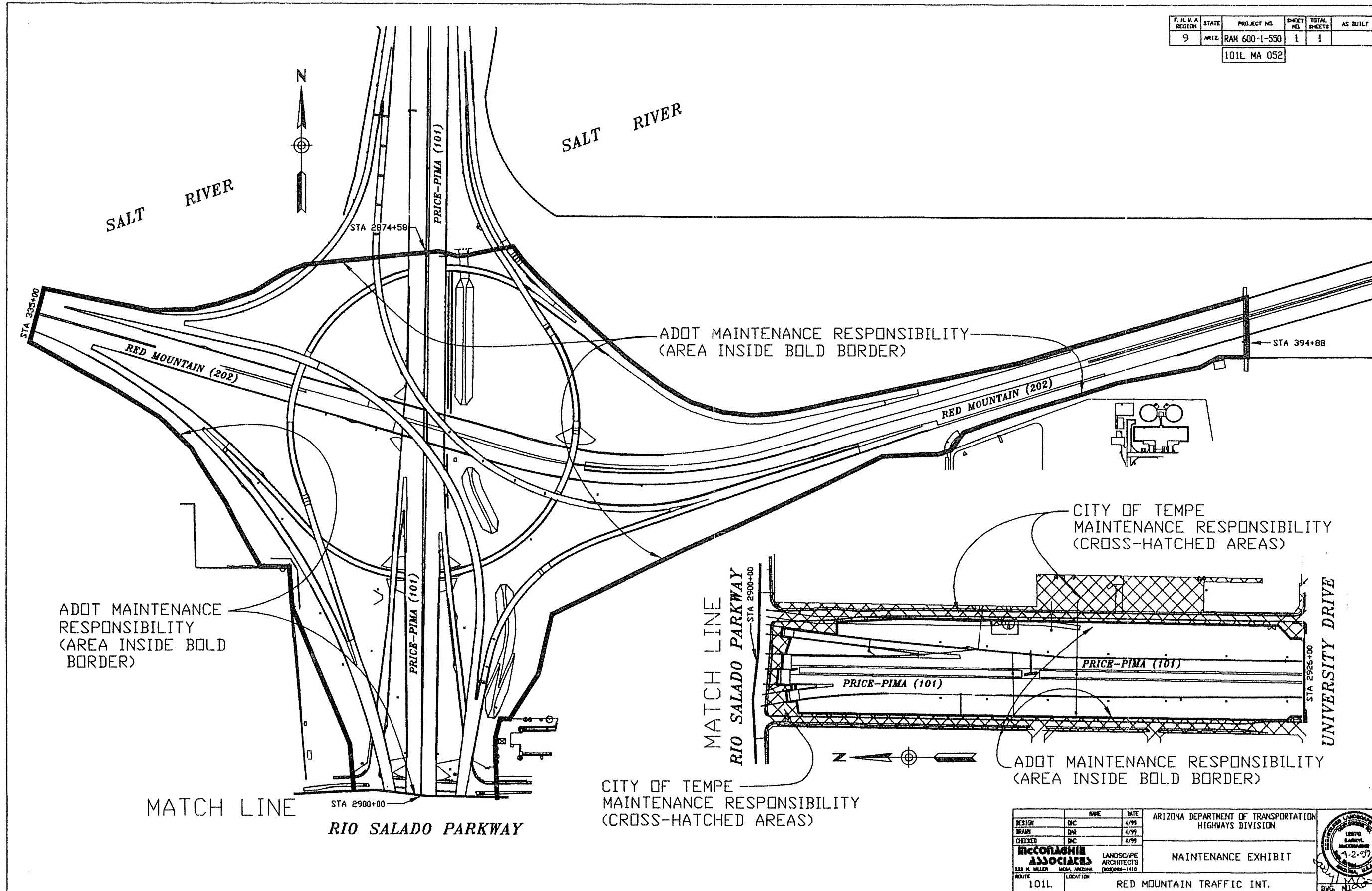
Randy Soren  
City Clerk

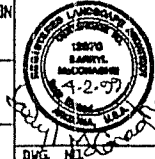
APPROVED AS TO FORM:

C. Brad Woodford  
City Attorney

F. H. W. A. REGION	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	RAM 600-1-550	1	1	
101L MA 052					

DATE	BY	REVISION	LOCATION	DATE



	NAME	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION	
DESIGN	DNC	4/99		
DRAWN	DNR	4/99		
CHECKED	DNC	4/99	MAINTENANCE EXHIBIT	
<b>McCONAGHIE ASSOCIATES</b>				
LANDSCAPE ARCHITECTS 222 N. MILLER MESA, ARIZONA (602) 888-1410				
ROUTE	LOCATION	RED MOUNTAIN TRAFFIC INT.		
101L				

JPA 99-46

APPROVAL OF THE CITY OF TEMPE ATTORNEY

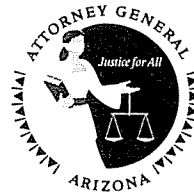
I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 29<sup>th</sup> day of June, 1999.

C. Brad Woodford

City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025  
FACSIMILE : (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-0707TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 6, 1999.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/81592

Enc.